

**ATTACHMENT "1" TO FIRST AMENDMENT TO  
AGREEMENT FOR CONSULTING SERVICES**

**EXHIBIT "A"  
SCOPE OF SERVICES**

Consultant's primary objective in this Project will be to ensure the Project that is ultimately built meets the City and community's needs and expectations for a well-designed and constructed facility. Throughout the process, the Consultant will be responsible for effective communication, coordination, quality control, cost efficiency, documentation, and timeliness.

1. General Project and Construction Management – Consultant shall provide the following general project and construction management services:
  - a. Staff Assistance. Provide technical and managerial staff assistance to the City. Coordinate with and/or oversee various disciplines necessary to construct the project, including engineering, architecture, building construction, installation and inspection.
  - b. Master Schedule. Prepare and maintain a master project schedule based on anticipated design and construction schedules, and integrate all reviews, approvals or other actions required by the City Council, review agencies and any other entities.
  - c. Cost Control. Under direction of City, establish and implement cost estimating, monitoring and control procedures. Provide cost reports to City monthly or more frequently as needed.
  - d. Design Checklist. Implement a design checklist to establish a systematic process with which to provide a thorough design and constructability review, and to communicate plan revisions and comments to design consultants.
  - e. Document Control. Maintain relevant records, documents, minutes, funding compliance records, and correspondence.
  - f. Meetings. Assist in the organization and scheduling of, attend, and keep minutes of all project-related meetings.
  - g. Reports. Present or make available project scheduling, construction progress, submittals, change orders, and other reports deemed pertinent.
2. Preconstruction Services – Consultant shall provide the following preconstruction phase services:
  - a. General. Provide services that relate to the organization and development of the project prior to the start of construction. (1) Provides a project management plan that provides a preliminary evaluation of the City's Project schedule, cost and design requirements for the Project; (2) develops an anticipated construction schedule; (3) reviews the City's budget, noting any potential shortfalls or surpluses and recommends

cost reductions and/or value engineering; (4) suggests amendments to contracts as needed to clarify and delineate the duties and responsibilities of the City, the Designer, the contractors and the Consultant; and (5) sets forth a plan for the administration and coordination of all work on the Project. Attend regular design review meetings.

- b. **Plan Review: Value Engineering and Constructability.** Provide plan review and constructability review at 35%, 65%, and 100% final design completion, with an emphasis on ensuring that the project can be completed within the established schedule and within the available budget. Provide a detailed analysis of all major project systems with an emphasis on possible value engineering items.
- c. **Master Budgeting and Scheduling.** Provide master budgeting and scheduling services including cash flow projections considering project revenues and expenditures based upon traditional project milestones. A master project schedule shall be developed using the Critical Path Method (CPM) that coordinates and integrates the Consultant's services, the Designer's services and the City's responsibilities with anticipated construction schedules. The Consultant shall submit the master project schedule to the City for acceptance and update the master project schedule as appropriate on at least a monthly basis.
- d. **Detailed Construction CPM Schedule.** Produce a detailed construction CPM schedule to be incorporated into the project documents including identification of the project critical path.
- e. **Preliminary and Detailed Estimates.** Provide continuous review and cost estimates of the ongoing design. Prepare conceptual cost estimates during the final design phase at 35%, 65%, and 100% design completion.
- f. **Bidding Strategies.** Consult with City staff to create bidding strategies with an emphasis upon timing, development of alternates, and bid package scoping.
- g. **Project Accounting and Management Systems.** In concert with City staff, develop the project accounting and budget management systems.
- h. **General Conditions Document Preparation.** Consultant shall ensure that the General Conditions documents are suitable for the selected delivery method. Consultant and the City shall coordinate this effort with City's legal counsel and obtain the City mandated approvals prior to publication. Consultant shall coordinate all documents pertaining to the construction of the Project, including, without limitation, drawings and specifications, bid documents, construction contracts and general, supplementary and special conditions, etc. by consulting with the City and its legal counsel, and by consulting with the Designer regarding drawings and specifications, as they are being prepared, and recommend alternative solutions whenever design details affect construction feasibility or ability to keep cost within the Project budget

or master project schedule.

- i. **As Required By Law.** In addition to all preconstruction phase services, obligations and responsibilities of the Consultant set forth above, Consultant shall provide all construction-related project management services for the preconstruction phase which are required by applicable state laws, rules or regulations, including any regulatory entity with jurisdiction over the Project, as a part of the Services under the preconstruction phase of the Agreement and not as Extra Work.

**3. Bid/Award Services – Consultant shall provide the following bid/award phase services:**

- a. **Bidder Interest.** Encourage bidder interest in the project and provide assistance with such issues as bonding, insurance, and Disabled Veteran Business Enterprise (DVBE) compliance.
- b. **Bid Preparation.** Review plans and specifications, and prepare and issue bid documents, working with City and Designer.
- c. **Advertisements.** Place both the project legal advertisements and any other pre-bid advertisements, working with the City.
- d. **Pre-Qualification of Prime Contractors.** Provide pre-qualification requirements, conduct contractor outreach, assist with reference checks, report on bidders acceptability, and prepare written evaluations and recommendations.
- e. **Pre-bid Conferences.** In cooperation with City staff, conduct pre-bid and site visit meetings with potential bidders.
- f. **Responses to Bidder Inquiries.** Provide coordination of and, when possible, responses to bidder inquiries.
- g. **Plan and Addenda Distribution.** Distribute all plan sets, bid packages, and addenda.
- h. **Bid Evaluation and Review.** Review and evaluate all bids for responsiveness and certify the construction bid results.
- i. **Contract Documents.** Prepare contract packages for City review. Distribute and monitor completion of these contract packages.
- j. **Attendance at Meetings.** Attend internal and public meetings regarding the Project as required.
- k. **NOAs and NTPs.** Issue Notices of Award (NOA) and Notices to Proceed (NTP) on behalf of the City.

**4. Construction Services – Consultant shall provide the following construction phase services:**

- a. **On-Site Construction Management and Coordination.** Maintain a field office and sufficient personnel and equipment for daily onsite monitoring and coordination of construction activities, as an agent of the City. Provide an air-conditioned conference room adequate in size to hold contractor weekly meetings and Owner/Designer/Consultant/contractor meetings.

- b. **Communication.** Ensure regular coordination and communication between stakeholders.
- c. **Permits, Bonds and Insurance.** Assist contractors with obtaining required permits and verifying insurance and bond requirements.
- d. **CPM Schedule Maintenance.** The City may wish to award the prime contracts in phases so that the project schedule may be expedited. Maintain a detailed and date specific CPM schedule.
- e. **Budget Control and Maintenance.** Prepare regular, cumulative project budget reports with construction cost and soft cost data.
- f. **Storm Water Pollution Prevention Plan.** Ensure that responsibility for the Storm Water Pollution Prevention Plan is carried out.
- g. **Agency Interface.** Provide agency interface during construction process.
- h. **Schedule of Values.** Review and reconcile each contractor's schedule of values for each of the activities included in the construction schedule. Incorporate this report into the project standard billing package and use as the basis for all future progress payments during the construction phase.
- i. **Monthly Billing Procedures.** Generate a standard billing process and confirm billing information from the contractors. Review and obtain Inspector and Designer approvals. Forward monthly contractor billing packages to the City.
- j. **Conduct Pre-Construction Conference.** Conduct pre-construction conference for the benefit of the successful contractors. Provide information with regard to reporting procedures and site rules and regulations prior to the start of construction.
- k. **Progress Monitoring and Reporting.** Maintain a daily log of construction activities and conditions. Conduct and record weekly jobsite progress meetings, and submit work and cost progress reports at least monthly to the City.
- l. **Provide ongoing Quality Assurance and Quality Control** of all construction work at all times, including thorough documentation of findings and results. Consultant will have primary responsibility for QA/QC on the project.
- m. **Testing, Inspection and Special Services.** Recommend, coordinate and monitor inspection and lab testing services, site surveys, utilities, geotechnical and other services, as required.
- n. **Safety Program.** Establish and implement job safety procedures, monitor contractors' compliance with safety program, maintain safe conditions at the site, respond to deficiencies and hazards, investigate and report on accidents.
- o. **Project Record Documents.** Coordinate and expedite all activities in connection with the contractors' obligation to provide "as-built" documents. Ensure that all as-builts are incorporated into a single set of Project Record Documents.

- p. **Document Control.** Establish and implement procedures for submittals, change orders, and requests for information. Maintain logs, files, and other necessary documentation.
- q. **Shop Drawings & Submittals.** Review and monitor the status of shop drawings and related correspondence.
- r. **Administration of the Construction Contracts.** Manage, supervise and coordinate all construction activities in accordance with the Construction Documents and project schedule. Provide onsite management of the project as necessary. Ensure that City requirements regarding collection of certified payrolls and subcontractor and material supplier releases are carried out.
- s. **Contractor Performance.** Endeavor to achieve satisfactory performance from the contractors, and recommend courses of action to the City when requirements of a construction contract are not being fulfilled, and the non-performing party will not take satisfactory corrective action. Determine whether the work of the contractors are being performed in accordance with the requirements of their contract documents, and endeavor to guard the City against defects and deficiencies in such work. Make recommendations to the Designer and the City regarding special inspection or testing of work on the Project not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. Inform the Designer, the City and inspector of record of work that the Consultant believes does not conform to the requirements and should be rejected by the City. Consultant shall, in conjunction with the Designer and inspector of record, review any contractor recommendations for corrective action on observed non-conforming work.
- t. **Information, Shop Drawings, Samples & Other Submittals.** Log, process and expedite contractor requests for information and submittals. Analyze and evaluate time and cost impacts of suggestions for modifications, and make recommendations to the Designer and City.
- u. **Change Order Review.** Establish and implement a change order processing system that provides review of scope, price, and added contract time. Investigate, estimate, negotiate, recommend, and process contract change orders. Prepare and submit to Project Manager change order monitoring and impact reports describing work, cost and progress. The City will make all final decisions on change orders.
- v. **Contractor Claims.** Evaluate and mitigate all claims for additional cost or time due to any alleged cause.
- w. **Project Meetings.** Coordinate, attend, and keep minutes of weekly job-site progress meetings with the City, Designer, Inspector, and Contractors.
- x. **Insurance Certificates.** Monitor Contractors' insurance certificates for

- applicable coverages, endorsements, limits, and expiration dates.
- y. Contractors Licenses. Monitor Contractors' State contractor's licenses for current active status and expiration dates.

5. Project Close-Out and Post Construction Services – Consultant shall provide the following project closeout and post construction phase services:
- a. Initial Start-Up, Punch Lists and Building Inspections. Supervise testing, balancing and start-up of utilities, equipment and operational systems, schedule job walks and building inspections, and assist Designer in preparing and managing punch lists for incomplete or defective work.
  - b. Relocation. Coordinate the arrival and installation of City furnished materials and F&E. Provide coordination schedules for user relocation.
  - c. User Training. Schedule and document all City training sessions. Arrange for supplementary information where needed. Arrange for Manufacturers to conduct training for maintenance and operations staff.
  - d. Punch lists. In conjunction with the Designer, develop a punch list of defective work. Create a punch list schedule for completion. Verify completion of punch list items.
  - e. Submit As-Builts. Review contractual requirements for As-Built Documents and create appropriate procedures to ensure the completeness and timeliness of these documents.
  - f. Project Closeout and Warranties. Create Operation and Maintenance Manuals. Compile all contractor turn-over items and deliver to the City. Process and coordinate all post construction project warranty and guarantee claims.
  - g. Occupancy Permit. Consultant shall assist the City in obtaining an occupancy permit, which may encompass accompanying government officials during inspections of the Project, assisting in preparing and submitting proper documentation to the appropriate agencies and assisting in final testing and other such activities.
  - h. Final Lien Releases. Ensure compliance per requirements in the Construction Documents.
  - i. Final Project Report and Payment. Recommend and prepare the final payment for contractors. Provide a final report to the City that includes: a financial summary of construction contracting, change orders, construction management and other services, and direct purchase items; a construction summary with schedule review; and a final acceptance summary of signed receipts from City staff of all closeout documents, furnishings fixtures and equipment (FF&E).
  - j. User Complaints. Assist with response to initial post-occupancy complaints about missing or malfunctioning equipment or building components.
  - k. Final Walk Through. Conduct year-end walk-through immediately prior to warranty period expiring and ensure corrections are completed.
  - l. As Required By Law. In addition to all project closeout and post

construction phase services, obligations and responsibilities of the Consultant set forth above, Consultant shall provide all construction-related project management services for the project closeout and post construction phase which are required by applicable state laws, rules or regulations, including any regulatory entity with jurisdiction over the Project, as part of the Services on the Project and not as Extra Work.

#### **1<sup>st</sup> Amendment**

**Extend Pre-construction:** the pre-construction period has been extended from 16 months to 22 months, and additional 6 months. This extension results in additional staff costs as well as triggering the escalation costs related to the hourly rates effective July 1 of each year per the compensation of this Agreement.

**6. Site Development Services:**

- a. Prepare, bid and manage the site demolition and grading of the project site
- b. Prepare, bid and manage the complete installation of the Indian Ocean access road
- c. Coordination of the site utility installation
- d. Installation of a single deck parking garage at the north end of the site